

AG Contract No. KR920054TRN  
ECS File: JPA 92-03  
Project: Flood Control Project  
Section: Clifton, Arizona

INTERAGENCY SERVICES AGREEMENT  
BETWEEN  
THE DEPARTMENT OF TRANSPORTATION  
AND

THE DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS  
DIVISION OF EMERGENCY SERVICES

THIS AGREEMENT is entered into 26 AUGUST, 1992,  
pursuant to Arizona Revised Statutes Section 35-148, as  
amended, between agencies of the STATE of ARIZONA, to wit: the  
DEPARTMENT OF TRANSPORTATION, acting by and through its  
HIGHWAYS DIVISION (the "ADOT") and the DIVISION OF EMERGENCY  
SERVICES, acting by and through its Director. (the "ADES").

I. RECITALS

1. The ADOT is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The ADES is empowered by 1992 Arizona Session Laws  
Chapter 163 paragraph 1 and Arizona Revised Statutes Section  
26-321 through 26-323 to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the ADES.

3. The ADES is the state agency responsible for the  
coordination and administration of the the Clifton, Arizona  
Flood Control Project; a joint project of the US Army Corps of  
Engineers, the Federal Emergency Management Agency and the  
State of Arizona to relocate portions of Clifton out of the San  
Francisco/Gila River floodplain. The ADES does not employ the  
skilled right-of-way personnel necessary to perform the various  
real property acquisition services necessary for the  
relocation, and has requested that ADOT employees perform these  
services on behalf of ADES, at an estimated cost of  
\$500,000.00, all at ADES expense, hereinafter referred to as  
the Project. Real property costs are not contemplated or  
addressed under this agreement. The specific issue of this  
agreement is ADOT employee services costs.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

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## II. SCOPE OF WORK:

### 1. The ADOT will:

a. Perform right-of-way acquisition services in the name of ADES, or as directed by ADES, and related services (title, plans, appraisal, review, acquisition, relocation, property management, payment processing, legal services, etc.) as directed by ADES and required for the Project, generally in accordance with the US Army Corps of Engineers Clifton Flood Control Project Final General Design Memorandum, dated October 1991, which is incorporated herein by reference and made a part hereof.

b. Coordinate as necessary with the ADES and provide Project progress reports as requested and appropriate.

c. Account for and invoice the ADES, no more often than monthly, for the reasonable direct actual ~~employee~~ costs of the Project services, with no profit or fee, identifying those costs separately for the structural (levee) and nonstructural (recreation) elements of the Project. In addition to ADOT costs for services defined in II.1.a, included costs are employee related direct expenses such as travel, lodging, per diem, etc.

### 2. The ADES will:

a. Provide the ADOT current and appropriate information identifying the real property to be acquired or related services necessary to be performed to accomplish the Project services, and such other data or assistance which may be reasonably available.

b. Reimburse ADOT monthly the reasonable direct actual ~~employee~~ services costs of the Project services and expenses, within thirty (30) days after receipt of invoices.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance of this contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E Room 222E  
Phoenix, AZ 85007

Division of Emergency Services  
Assistant Director for Programs and Projects  
5636 East McDowell Road  
Phoenix, AZ 85008-3495

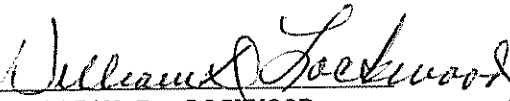

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA

DIVISION OF EMERGENCY SERVICES

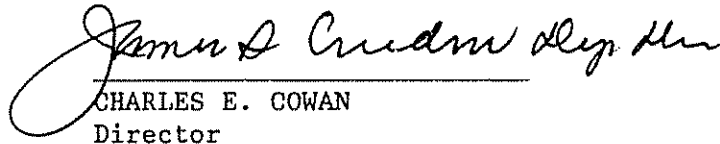
DEPARTMENT OF TRANSPORTATION

By  By   
WILLIAM D. LOCKWOOD ROBERT P. MICKELSON  
Director Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 7th day of January 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Division of Emergency Services for the purpose of defining responsibilities for the ADOT to perform real property acquisition and related services on behalf of the ADES, relating to the flood control project at Clifton, Arizona.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

  
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CHARLES E. COWAN  
Director

INTERAGENCY SERVICES AGREEMENT

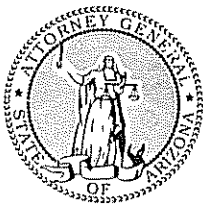
DETERMINATION

Attorney General Contract No. KR92-2016-115, which is an agreement between public agencies, has been reviewed by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Department of Emergency and Military Affairs, Division of Emergency Services.

DATED this 2<sup>nd</sup> day of August, 1992.

GRANT WOODS  
Attorney General

[Signature]  
Assistant Attorney General



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR92-2016-ALS, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 26<sup>th</sup> day of August, 1992.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:ls  
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